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Metal Roof
Flat Roof
Ground Mount

Solar Energy System Purchase & Installation Agreement

PARTIES

This SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT (this "Agreement") must be signed and delivered by both Buyer and Contractor before any work may be performed.

Date: September 15, 2020 | 12:25 PM EDT

Buyer (Owner or Customer):

Sean McConville

Primary Phone #: 330) 696-9289

Secondary Phone #: 330) 696-9289

Email address: sara.mcconville@outlook.com

Contractor (Seller)

Power Home Solar LLC

919 North Main Street

Mooresville, NC 28115

1-800-765-2715

Email: customerservice@powerhome.com

www.PowerHome.com

FEIN 30-0839854

NC License: NCGC 60946/EL 26074-U

SC License: SCGC 6119763/EL M113628

MI License: Residential Builder #2102214053

VA License: VAGC 2705165346

OH License: 48524

PA HIC Registration No.: PA143619

TN Contractor License: 74358 (Unlimited; CE)

Project Site: 9757 S delmonte Blvd, Streetsboro, OH 44241

(the "Property")

ENCLOSURES

1. Scope of Work
2. Price and Payment Schedule
3. Terms and Conditions
4. Signatures
5. Exhibit A: Commercial General Liability Insurance (CGL) and Other Insurance Notification
6. Exhibit B: Worker's Compensation Insurance Notification
7. Exhibit C: Mechanics' Lien Warning
8. Exhibit D: Notice of Cancellation
9. Exhibit E: Arbitration Agreement

DISCLAIMER: AS PART OF THE INFORMATION PROVIDED TO BUYER AT (OR BEFORE) THE TIME OF SALE, CONTRACTOR MAY PROVIDE PROJECTIONS OF ENERGY PRODUCTION FROM BUYER'S SOLAR ENERGY SYSTEM AND ESTIMATES OF BUYER'S PROJECTED ENERGY CONSUMPTION AND COST SAVINGS (COLLECTIVELY, THE "PROJECTIONS"). THE ENERGY PRODUCTION PROJECTIONS THAT ARE INCLUDED IN THE PROJECTIONS ARE BASED, IN PART, ON FACTORS THAT ARE INHERENTLY VARIABLE, LIKE WEATHER CONDITIONS. SIMILARLY, THE ESTIMATES OF BUYER'S PROJECTED ENERGY CONSUMPTION AND COST SAVINGS THAT ARE INCLUDED IN THE PROJECTIONS ARE ALSO BASED ON FACTORS WHICH ARE INHERENTLY VARIABLE AND BEYOND THE CONTROL OF CONTRACTOR, LIKE BUYER'S USAGE AND THE APPLICABLE MARKET COST OF ENERGY. EVEN SMALL VARIATIONS IN BUYER'S USAGE AND MINOR CHANGES IN ENERGY UNIT

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**POWERHOME**

COSTS FROM BUYER'S APPLICABLE ENERGY PROVIDER WILL IMPACT BUYER'S ENERGY COST SAVINGS. AS A RESULT, THOUGH CONTRACTOR MAKES AN EFFORT TO REASONABLY PROJECT BOTH ENERGY PRODUCTION AND AN ESTIMATE OF ENERGY COST SAVINGS IN REGARD TO BUYER'S NEW SYSTEM, THE AMOUNTS PROVIDED FOR ENERGY PRODUCTION, USAGE AND SAVINGS ARE ILLUSTRATIVE AND HYPOTHETICAL ONLY AND ARE NOT, AND SHALL NOT BE IN ANY WAY INTERPRETED TO BE, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, SHAPE OR FASHION. THE ESTIMATES, PROJECTIONS AND ASSUMPTIONS CONTAINED IN THE PROJECTIONS WERE COMPILED BASED ON INFORMATION SUPPLIED BY YOU AND OTHER THIRD PARTY SOURCES, AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY CONTRACTOR. NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION, ESTIMATES, PROJECTIONS OR ASSUMPTIONS CONTAINED THEREIN, AND NOTHING CONTAINED HEREIN OR THEREIN IS, OR SHALL BE RELIED UPON AS, A PROMISE, REPRESENTATION, WARRANTY OR GUARANTEE, WHETHER IN THE PAST OR THE FUTURE WITH RESPECT TO SUCH PROJECTIONS (WHETHER RELATING TO ENERGY PRODUCTION, USAGE OR SAVINGS). CONTRACTOR EXPRESSLY DISCLAIMS ANY SUCH PROMISE, REPRESENTATION, WARRANTY OR GUARANTEE (WHETHER ORAL, WRITTEN OR OTHERWISE). ULTIMATELY, THE ENERGY PRODUCTION, CONSUMPTION AND SAVINGS WITH RESPECT TO ANY GIVEN SYSTEM MAY VARY MATERIALLY FROM THOSE SET FORTH IN THE PROJECTIONS BASED, IN PART, WITHOUT LIMITATION, ON VARIOUS FACTORS THAT ARE INHERENTLY VARIABLE, LIKE WEATHER CONDITIONS, MAN-MADE OBSTRUCTIONS, NATURAL OBSTRUCTIONS (LIKE TREES AND OTHER SHADING ISSUES), AND OTHER FORCES OUTSIDE OF CONTRACTOR'S CONTROL. BUYER IS FURTHER ADVISED THAT TREES AND/OR OTHER OBJECTS CAUSING ANY SHADING ISSUES THAT ARE ADVERSE TO THE PROPER CONTRACTOR RECOMMENDED OPERATION OF BUYER'S SYSTEM MAY NEED TO BE REMOVED BY BUYER AT BUYER'S SOLE COST AND EXPENSE. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR SERVICES RENDERED BY SUBCONTRACTORS UNRELATED OR UNAFFILIATED WITH CONTRACTOR.

FOR PENNSYLVANIA RESIDENTS ONLY: The official registration number of Power Home Solar LLC can be obtained from the Pennsylvania Office of Attorney General's Bureau of Consumer Protection by calling toll-free within Pennsylvania 1-888-520-6680. Registration does not imply endorsement.

FOR VIRGINIA RESIDENTS ONLY: Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/ or by contacting the Board for claim information at the following address: Recovery Fund Office | DPOR, 9960 Mayland Drive, Suite 400, Richmond, VA 23233, (804) 367-1559, email: RecoveryFund@dpor.virginia.gov.

FOR ILLINOIS RESIDENTS ONLY: Buyer acknowledges that Contractor has provided to Buyer a copy of the "Home Repair: Know Your Consumer Rights" pamphlet prior to the execution of this Agreement (a copy of the pamphlet can be found at <http://illinoisattorneygeneral.gov/consumers/homerep0505c.pdf>).

FOR WISCONSIN RESIDENTS ONLY: NOTICE CONCERNING CONSTRUCTIONS DEFECT. Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2)

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and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions. Buyer acknowledges that Contractor has provided to Buyer a copy of the "Wisconsin 'Right to Cure Law'" brochure (found at https://www.housingalliance.us/wp-content/uploads/RightToCure_SinglePage.pdf).

FOR TENNESSEE RESIDENTS ONLY: All home improvement contractors must be licensed by the Tennessee Home Improvement Commission. Any inquiries about a contractor should be transmitted to the Commissions office.

FOR OHIO RESIDENTS ONLY: EXCESS COSTS. IF AT ANY TIME A HOME CONSTRUCTION SERVICE REQUIRES EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT THAT WERE REASONABLY UNFORESEEN, BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS OVER THE COURSE OF THE ENTIRE HOME CONSTRUCTION CONTRACT, YOU HAVE A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE THE HOME CONSTRUCTION SERVICE SUPPLIER BEGINS WORK RELATED TO THOSE COSTS. INITIAL YOUR CHOICE OF THE TYPE OF ESTIMATE YOU REQUIRE:

_____ written estimate _____ oral estimate

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**POWERHOME****SCOPE OF WORK**

In accordance with the terms of this Agreement, Contractor agrees to perform the following project on Buyer's behalf (the "Project") and the Project shall consist of Contractor providing all materials (equipment, hardware, and supplies), labor (design, administration, work and supervision), and all building permits / inspections required to complete and put into service the Solar Energy System as specified below (collectively, the "System").

Approximate Start Date: 12-15-20Approximate Completion Date: 12-16-20**Modules**

QTY	Manufacturer	Model	Mounting Structure	Inverter Size		
24	Silfab	330w	Roof	Generac PWRCell	APKE00014	

Size of the System: 7.92 kW

Cust.	12	mtly	Est.	Yearly	Solar
1022			7,361		

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Sme**Proposed Estimated System Savings Breakdown:**

85 % Solar & EEP Production

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Sme

15 % On Demand Power W/ Utility

* The above are *estimates* of power production vs power consumption and are based on the previous 12 months utility usage provided by Buyer. The above *estimates* will vary according to, among other things, changes in consumption, weather conditions and/or climate changes. Contractor ***does not*** guarantee these percentages.

Additional Work

Na

NOTES:**ROOF NOTES:**- ROOF TYPE: Shingles- AGE OF ROOF: 4DS
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PRICE AND PAYMENT SCHEDULE

In exchange for the materials and labor provided by Contractor in the faithful performance of this Agreement, Buyer agrees to pay Contractor:

- A. The Total Contract Price as set forth below.
- B. Any additional charges necessitated by any Change Order(s) (as defined in and discussed in Section 6 of the Terms and Conditions set forth below).

TOTAL CONTRACT PRICE* (materials, labor and tax): \$ 47,728.00

Less Projected incentives (to be collected by Contractor): \$ 0

Net Contract Price: \$ 47,728.00

- A. The pricing in this Agreement assumes that the Project will be started within 90 days of the date of this Agreement. In the case of Project delays beyond 90 days from the date of this Agreement, at the request of Buyer (i.e. for Buyer to obtain financing, or for Buyer to coordinate the performance of the Project with a re-roof or other construction projects), Contractor reserves the right to adjust the Total Contract Price to reflect the actual cost of materials at the time of commencement of such delayed construction. Any such adjustments shall be in a Change Order executed and delivered by Contractor and Buyer.

- B. The Total Contract Price does not reflect Federal or State tax credits.

PAYMENT SCHEDULE

Payment of Total Contract Price (check one): Buyer Financing* ☒ Cash Payment ☐

* Buyer Financed Payment of Total Contract Price: The payment terms of Buyer financing the Total Contract Price of the System shall be determined by, and in accordance with, the specific lender associated with this Agreement that elects to finance Buyer's purchase and installation of the System.

Cash Payment: The following schedule will be used if Buyer is electing to pay in cash for the System:

- A. **Deposit** – ⁰ % of the Total Contract Price shall be paid by Buyer to Contractor upon the execution and delivery of this Agreement; and
- B. **Remaining Balance of Total Contract Price** – the remaining ⁰ % balance of the Total Contract Price shall be paid by Buyer to Contractor upon the Substantial Completion of Installation (as defined herein). For purposes hereof, "Substantial Completion of Installation" shall mean that all System equipment has been installed and all System electrical connections have been made in accordance with the terms of this Agreement and are ready for permit inspection by applicable governmental authorities.

Payment Made	Amount Due	Due	Description
100% Financed through loan		paid	

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TERMS AND CONDITIONS

1. General Provisions

Upon verbal or written notice from Buyer to proceed, Contractor shall commence work on the Project and shall continue diligently in its performance to completion. Contractor will perform all work in a professional and workmanlike manner and in compliance with applicable building codes and other applicable laws.

At Contractor's sole discretion, Contractor may employ or engage subcontractors including roofers or electricians to perform specialized portions of the Project as required. To the extent required under applicable law, Contractor will provide Buyer with information, such as names, addresses and telephone numbers, of any subcontractors engaged or employed to perform any work on the Project.

To the extent required by applicable law, all work on the Project shall be performed by individuals duly licensed and authorized by applicable law to perform said work on the Project.

Contractor shall comply with all local requirements for building permits, inspections and zoning, and shall be responsible for applying for and obtaining any building permits, licenses, interconnection applications or other regulatory approvals required for the completion of the Project. Buyer warrants and represents to Contractor that Buyer is the sole legal owner of the Property, and that he/she/they have the authority to enter into this Agreement.

2. Scheduling; Buyer Cooperation

Contractor will commence work on the Project ("Project Work") as soon as practical after the date on which this Agreement is executed. "Project Work" is defined as any work necessary to prepare for construction of the Project, including submitting any applicable documents to the utility or rebate authority for the Project, preparing documents necessary for a building permit for the Project, or ordering materials for the Project. Contractor will diligently pursue all aspects of preparation and construction of the Project until Substantial Completion of Installation is complete, and Buyer hereby agrees and acknowledges that the period of time for Substantial Completion of the Project shall vary with the complexity, scope, and size of the Project.

Contractor is not responsible for any delays that are outside of the control of the Contractor, including, without limitation, delays caused by government agencies in approving rebates, building jurisdictions in approving building permits, or by utility companies in approving interconnection applications.

Buyer acknowledges and agrees that Buyer shall timely cooperate with Contractor in connection with the Project Work and the performance of Contractor's obligations under this Agreement (whether before, during or after the Installation of the System), including, but not limited to, providing any documents or other information reasonably requested by Contractor in Buyer's possession, custody or control relating to the System and/or the Project and any claims, deficiencies or defects Buyer alleges with respect thereto (such as, by way of example only, and without limitation, up to 12 months of Buyer's utility bills in order for Contractor to adequately analyze post-installation consumption, savings and Buyer-alleged claims, deficiencies or defects in the System).

3. Payment Terms

All payments are due and payable immediately upon presentation of the invoice relevant to the associated Project milestone as detailed in the Payment Schedule. A failure by Buyer to make payment to Contractor for a period in excess of ten (10) days from the due date of the payment shall be deemed a material breach of this Agreement by Buyer. Buyer shall be given a ten (10) day period after written notice of any such payment default to cure any such payment default. Buyer authorizes Contractor to apply (and to the extent applicable, charge) any amount(s) due and owing under this Agreement to the applicable payment method designated and/or provided by Buyer (i.e., credit card, debit card, check, or other form of payment delivered by Buyer and accepted by Contractor).

If Buyer fails to cure the payment default within ten (10) days of written notice, Buyer will pay to Contractor interest on all amounts due in the amount of the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate allowed by applicable law, plus, to the extent not otherwise prohibited by applicable law, reasonable attorneys' fees and/or collection charges incurred by Contractor in connection with the collection of such non-payment by Buyer. If Buyer fails to make any payment within thirty (30) calendar days of notice of default, the full Total Contract Price will become immediately due and payable without further demand from Contractor, and no further work on the Project will be undertaken by Contractor unless and until any such unpaid amount is paid in full. Acceptance of a payment after a Buyer default shall not be deemed a waiver by Contractor of any action or right it may have by reason of such default. In the event of default, Contractor may also pursue remedies available under Sections 4 and 9 below. Title of the System does not transfer to Buyer until payment in full of the Total Contract Price for the System is paid to, and received by, Contractor.

Buyer shall be responsible for paying any applicable sales, use, excise, value added, withholding or similar taxes, duties or assessments imposed in connection with this Agreement for the products (including without limitation, all of the equipment and components of the System) and services provided hereunder by any federal, state, local or foreign government authority, exclusive of any taxes based upon Contractor's income or payroll.

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4. Security Interest

Buyer grants to Contractor a continuing security interest in the entire System and in all of the equipment and components of the System installed at the Project including, but not limited to, all equipment identified herein and any additional items installed. In the event Buyer defaults on the payment of any amounts associated with this installation or repayment of any amounts advanced by Contractor for the benefit of Buyer and such default is not cured in full within ten (10) days of written notice of default from Contractor, Contractor may, in addition to its remedies set forth in Section 3 above and to the extent permitted by applicable law, remove the entire System, including without limitation, any and all equipment and components covered by the security interest granted by Buyer to Contractor under this Agreement. Contractor shall be permitted to file, and is hereby authorized to file without further notice, a Form UCC-1 financing statement in the real estate records of the jurisdiction in which the Project is located. Upon payment in full of the Total Contract Price, the security interest provided for in this Section shall terminate and Contractor shall take all steps necessary to terminate any such Form UCC-1 financing statement filed by Contractor.

5. Rebate Approval

Buyer assumes sole responsibility for all rebates, tax credits, power rate negotiations and all other matters outside the installation of the System. Buyer may authorize Contractor (either verbally or in writing) to proceed with installation prior to rebate approval, but Contractor does not guarantee Buyer's eligibility for, or the actual dollar amount of, any such rebate. In the event that (a) Buyer requests that Contractor commence work on the Project prior to receiving actual notice of rebate approval from the applicable Incentive Authority to which Buyer has applied for a rebate, and (b) Contractor actually commences work on the Project, and (c) the applicable Incentive Authority subsequently determines that Buyer may not be eligible for a rebate or that the rebate is less than the initial estimated rebate amount, then Buyer agrees to pay (at a minimum) all out-of-pocket costs for both labor and materials incurred by Contractor up to the date of such notice. Any rebates for the installation of the System are estimates only and may change without notice. Moreover, Buyer hereby acknowledges and agrees that there is no guarantee that Buyer will receive any specific rebate or credit figure because taxing entities occasionally adjust the rebate or credit amounts. If an adjustment is greater than \$50, Buyer will either be charged or refunded the appropriate amount. Additionally, rebate amounts may be periodically adjusted down as incentive programs reach preset milestones. Therefore, any amount Buyer may receive is based upon the rebate level at the time that Buyer's request is accepted, not at the time that this Agreement is signed.

6. Change Orders

The material, quantities, and amounts listed in this Agreement are Contractor's good faith estimates of the Project cost based on all factors known to Contractor at the time of such estimate. Changes to the original Project scope of work may become necessary after work on the Project has been commenced (and each such change shall be referred to as a "Change Order" and, collectively, the "Change Orders"). For purposes of this Agreement, a Change Order may occur for one of three reasons:

- a. Unavailability of quoted materials;
- b. Contractor discovers something previously unknown that must be corrected to properly complete the Project; and/or
- c. Buyer request changes to the Project after construction of the Project has already proceeded.

Contractor has the right to substitute similar, functionally equivalent materials should the originally quoted materials not be available.

Contractor may initiate a Change Order when circumstances exist or are discovered that require additional work to be done to complete the Project properly. Such circumstances may include, without limitation, the need to modify existing wiring, reinforce rafters or support joists, repair existing roofing, or any such task that may be required to successfully build the Project and assure that it conforms to local building codes. In certain circumstances, the permitting jurisdiction or other organizations (such as an HOA) may require additional engineering work beyond the scope of a typical installation be performed. Examples of this include, without limitation, requirements for a structural analysis of the building that will be holding the Systems' roof-mounted solar array; or soil analysis, environmental impact reports or archeological studies for ground mounted solar arrays. If Contractor determines that these costs will exceed \$1,000 (or such lesser amount that may be required by applicable law), Contractor will stop permitting work to discuss the additional costs with Buyer. If Buyer agrees to the additional costs they will be incorporated into this Agreement via a signed Change Order. If Buyer does not agree, the Project will be terminated.

Buyer may initiate a Change Order when requesting changes to the Project following the date hereof (*but prior to completion of the Project*) that require additional work to be done. Such circumstance may include requests to move the System's solar arrays from one roof area to another area of the same roof at the Property, requests to install equipment different than as illustrated on the approved building plans, requests to remove or relocate existing fixtures such as antennas, or any additional work or task outside the original Project scope of work.

Notwithstanding the foregoing, or anything contained herein to the contrary, Contractor shall not be obligated or required to relocate, remove and/or re-install the System (or any part thereof) to another location or property, except as otherwise may be expressly agreed in a written contract signed by Contractor and Buyer. Contractor does not make (and hereby disclaims any) representations or warranties (oral or written) as to the costs, suitability, ability, interconnection, approvals (including homeowners associations), and energy production, usage or savings relating to, or in connection with, any relocation, removal and/or re-installation of the Buyer's existing System from one location or property to another location or property. Each location or property is different, and as such, results, requirements, approvals, costs, savings, etc. will vary (often substantially) depending on location or property.

Should Change Orders become necessary for the proper completion of the Project, regardless of whether they are initiated by Contractor

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or Buyer, any materials, quantities, and amounts listed in the Project scope of work are subject to revision, and the Total Contract Price may increase or decrease accordingly. The Change Order will describe the scope of the extra work or change, the cost to be added or subtracted from the Total Contract Price, and the effect the Change Order will have on the schedule of progress payments and estimated date of Substantial Completion of Installation.

Change Orders become part of this Agreement once the Change Order is prepared in writing and signed and delivered by both Contractor and Buyer prior to the commencement of any work covered by the Change Order. Buyer may not require Contractor to perform extra work without written authorization. A Change Order is not enforceable against Buyer unless the Change Order complies with this provision. However, Contractor's failure to execute and deliver a Change Order shall not preclude Contractor's recovery based on legal or equitable remedies designed to prevent unjust enrichment.

Notwithstanding the requirement under this Agreement that all Change Orders be in writing, if there are any contemplated changes to the Project requested by Buyer or required by Contractor for the successful installation of the Project and which contemplated changes Contractor discusses with Buyer and to which contemplated changes Buyer gives Contractor its verbal assent, such verbal assent by Buyer to such contemplated changes will have the same legality and full force and effect as a written Change Order once Contractor has commenced performance of any construction in any of the Change Orders that were so discussed verbally between Contractor and Buyer. Contractor and Buyer shall negotiate any Change Order and associated additional costs in good faith. Buyer shall be bound by any changes or alterations requested by Buyer to this Agreement or to plans for the Project, whether given verbally or in writing. Contractor shall be entitled to reasonable overhead and profit on any Change Order requested or required. Any required Change Orders, including extra labor and/or additional materials, may be incorporated herein without invalidating this Agreement. Buyer will pay to Contractor any net increase to the Total Contract Price within ten (10) days of request or billing by Contractor for any such Change Order.

If Contractor and Buyer cannot agree on the compensation or time extensions for any such Change Order, Contractor may at its discretion nevertheless proceed with such extra work and materials as may be required to successfully complete the Project. In the event of such disagreement, Contractor and Buyer agree to submit the question or entitlement or amount of compensation and/or extensions of time, to arbitration pursuant to this Agreement and Exhibit E attached hereto.

7. Warranty

Contractor warrants to Buyer that all of Contractor's work under this Agreement will be:

- a. performed in accordance with the requirements of this Agreement and any required governmental inspections, tests, or approvals; and
- b. be free from material faults and defects in workmanship ("Defects") for a period of five (5) years after the date of completion of the Project.

Contractor warrants that all materials used for the Project will be new, unless otherwise specified, and of good quality. All materials will be installed, connected, and applied in accordance with the instructions and specifications of the applicable manufacturer or supplier. Buyer should note that manufacturers of various materials separately warrant their own products, including solar photovoltaic modules, battery backups, inverters, and solar mounting racks, and Contractor is not responsible for or obligated under any such manufacturer warranties. For additional information, restrictions and exclusions regarding (1) the SolarEdge Manufacturer Inverter Warranty (including the optional 25 year extended warranty), please visit <https://www.solaredge.com/sites/default/files/solaredge-warranty-april-2019.pdf> and https://www.solaredge.com/sites/default/files/ONLINE_HomeownerExtendedWarranty.pdf; and (2) the Generac Manufacturer Limited Warranty, please visit <https://www.generac.com/service-support/product-support-lookup/product-support-details?productid=aa180473-602e-4494-b195-d35dd49feee5&isBaseModel=false> and <https://soa.generac.com/manuals/X7602-08749/A0000416920>. Contractor will assign any manufacturer warranties upon completion of the Project and payment in full by Buyer. No other warranties are provided by Contractor except as specifically set forth in this Agreement.

The warranty provided by Contractor to Buyer above does not cover (and expressly excludes) Defects related to or caused by any of the following (as determined in Contractor's reasonable discretion): (a) any modifications to or abuse of the Project or the System by Buyer or persons other than Contractor; (b) trees, new buildings, or other array obstructions which are installed, grow beyond the point of the original array install, or otherwise change after installation of the System; (c) improper use, installation, wiring, handling, removal, storage, maintenance, or cleaning of the System; (d) damage from abuse, alteration, or vandalism, or due to plants, insects, or animals; (e) damage from external stress, impact, foreign objects, or falling rocks or debris; (f) damage or corrosion caused by roofing materials, chemicals, or substrates, including those used for corrosion resistance, thermal expansion and contraction, and moisture barriers and sealing; (g) power or voltage surges or damage caused by the electrical grid for shore power connected products; (h) natural disasters, earthquakes, fires, typhoons, tornadoes, hurricanes, volcanic activity, volcanic clouds, dust storms, dust clouds, floods, tsunamis, lightning, or other acts of God, or other events that are beyond the reasonable control of Contractor; (i) acts of terrorism, criminal acts, riots, wars, civil unrest, nuclear radiation, or manmade disasters; and/or (j) damages attributable to normal weathering or defects or damages caused by vapors or chemical pollutants or air pollution, building settlement or structural failure of roof, walls, foundations or any part of the attached structure, or any other causes beyond Contractor's control. Except for Defects covered by the warranty set forth herein, all maintenance obligations for the System upon acceptance of the System by Buyer shall be the responsibility of Buyer.

Buyer agrees to give prompt notice of any and all Defects to Contractor in writing, and in no event shall Buyer provide such written notice

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to Contractor later than three (3) business days after Buyer observes or otherwise becomes aware of any such Defect. Within twenty (20) days from receipt of such notice of Defect by Contractor, Contractor shall have the right to inspect the System and the Project and review any claims by Buyer for warranty work. Warranty work, if necessary, will generally be completed within sixty (60) days of written request by Buyer and subsequent agreement by Contractor that such work is required.

EXCEPT AS PROVIDED IN THIS SECTION 7, CONTRACTOR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTIES SET FORTH HEREIN ARE MADE FOR THE BENEFIT OF BUYER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

8. Limitation of Liability

If Contractor shall become liable to Buyer for any matter relating to or arising out of this Agreement or their relationship in connection with Contractor's performance under this Agreement, whether based upon a claim in contract, equity, negligence or otherwise, the amount of damages recoverable against Contractor for any and all events, acts or omissions shall not exceed in the aggregate the actual fees paid to Contractor under this Agreement. Except to the extent otherwise prohibited by applicable law, Contractor shall not be responsible or liable with respect to any subject matter of this Agreement (including with respect to the Project or the System) or the terms and conditions related thereto under any negligence, contract, strict liability or other theory for any special, indirect, incidental, exemplary, punitive or consequential damages, even if Contractor has been advised of the possibility of such damages. Contractor shall not be responsible for any matter beyond its reasonable control or any force majeure event (as described in Section 11 hereof). Buyer's exclusive remedy under this Agreement shall be (at Contractor's discretion), (a) the correction of any material Defects in the Project, (b) the full refund of Buyer's fees paid hereunder, or (c) any other remedy required by applicable law.

9. Termination

Either party may terminate this Agreement for breach of a material term of this Agreement (including non-payment of fees), upon giving the other party written notice identifying the alleged breach, provided the breaching party does not cure such breach within thirty (30) days of receipt of such notice. Termination of this Agreement shall not relieve Buyer of its accrued payment obligations as of the date of termination. In addition, should the Project be stopped by any public authority for a period of thirty (30) days or more, through no fault of Contractor, or should the Project be stopped through act of neglect of Buyer for a period of thirty (30) days or more, or should Buyer fail to pay Contractor upon ten (10) days after written notice of default, then Contractor may, upon ten (10) days written notice to Buyer, stop work or terminate this Agreement, and recover from Buyer reimbursement for all costs and expenses incurred by Contractor prior to the date of work stoppage.

10. Assignment

This Agreement cannot be assigned by Buyer without the prior written consent of Contractor. Contractor may assign this Agreement, in whole or in part, with or without notice to Buyer (except to the extent required under applicable law) to a successor of Contractor or purchaser of all of Contractor's equity securities or all or substantially all of its assets.

11. Force Majeure

Contractor shall not be liable for any delays in completion of the Project caused by: (i) governmental restrictions on manufacture, sale, distribution, and/or use of necessary materials; (ii) Contractor's inability to obtain necessary materials or perform the work contemplated herein because of strikes, lockouts, fires, floods, earthquakes, epidemics, pandemics or other acts of God, military operations and requirements, national emergencies, etc.; or (iii) any other acts or omissions beyond Contractor's reasonable control, provided, however, delays caused by the foregoing events do not constitute abandonment and are not included in calculating timeframes for payment or performance under this Agreement.

12. Three Day Right to Cancel

Buyer has the right to cancel this Agreement within three (3) business days of the full execution of this Agreement. Buyer may cancel by emailing, mailing, faxing, or delivering a written Notice of Cancellation in substantially the form attached as Exhibit D hereto, or a reasonable facsimile thereof, to Contractor at Contractor's place of business by midnight of the third business day after the date the last signature necessary has been affixed to this Agreement, which notice shall include Buyer's name, Buyer's address, and the date Buyer received the signed copy of this Agreement.

If Buyer cancels, Contractor shall return to Buyer any payment paid to Contractor by Buyer paid within 10 business days of receiving the Notice of Cancellation. For Buyer's part, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as Buyer received it, any goods delivered to Buyer under this Agreement, or, Buyer may, if Buyer's wishes, comply with Contractor's instruction on how to return the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of Buyer's Notice of Cancellation, Buyer may keep them without any further obligation. If Buyer fails to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and fails to do so, then Buyer remains liable for performance of all obligations under this Agreement.

If Buyer cancels this Agreement following the three (3) day right to cancel period, then, except as otherwise prohibited by applicable law,

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Buyer will be liable for all costs incurred by Contractor up to and including the date of cancellation, including any building permit fees advanced by Contractor, any paperwork processing costs for applying for rebates or other approvals, and any costs for ordered but unused materials. Any initial payment paid by Buyer under this Agreement towards the Total Contract Price will be applied to any such out-of-pocket costs of Contractor, whether or not the Project has been started.

BUYER'S INITIALS:

DS
SME

13. Arbitration of Disputes

BY SIGNING THIS AGREEMENT, CONTRACTOR AND BUYER AGREE TO RESOLVE ANY AND ALL DISPUTES THROUGH BINDING BILATERAL ARBITRATION, AND EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN CLASS ACTIONS, ALL AS DETAILED IN, AND SUBJECT TO, THE "ARBITRATION AGREEMENT" ATTACHED HERETO AS EXHIBIT E, WHICH SHALL BE SIGNED BY THE PARTIES AS OF THE DATE HEREOF.

14. Governing Laws

The interpretation and construction of this Agreement, and all matters related to this Agreement, shall be governed by the laws of the State where the Project and Property are located (without giving effect to any conflict of law provisions thereof).

15. Severability

If any provision of this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

16. Entire Agreement; Counterparts

This Agreement and any associated Change Orders constitute the entire agreement between the parties with respect to the subject matter herein. Any changes or alterations in this Agreement shall be valid and effective only if agreed upon in writing executed and delivered between the parties. The parties stipulate that neither of them has made any representations except as are specifically set forth in this Agreement and each of the parties acknowledge that they have relied on their own judgment in entering into this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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SIGNATURES

This SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT is made and entered into as of the September 15, 2020 | 12:28 PM EDT.

THIS AGREEMENT IS ENTERED INTO AS OF THE DAY AND YEAR WRITTEN ABOVE AND IS EXECUTED IN AT LEAST TWO ORIGINAL COPIES, ONE OF WHICH IS TO BE DELIVERED TO CONTRACTOR AND ONE OF WHICH IS TO BE DELIVERED TO BUYER.

BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTICE TO OWNER: DO NOT SIGN THIS CONTRACT IF BLANK. YOU ARE ENTITLED TO A COPY OF THE CONTRACT AT THE TIME YOU SIGN.

Buyer(s)

DocuSigned by:

Signature:

9171AC359CC2433...

Sean McConville

Printed Name:

September 15, 2020 | 12:28 PM EDT

Date:

Signature:

Printed Name:

Date:

Contractor (Power Home Solar LLC)*

DocuSigned by:

Signature:

9171AC359CC2433...

Printed Name:

September 15, 2020 | 12:25 PM EDT

Date:

* Power Home Solar LLC maintains State licenses/registrations in the following states (please see the first page for license/registration numbers): NC, SC, MI, VA, OH, PA, and TN.

AGENCY AGREEMENT:

We/I duly authorize POWER HOME SOLAR LLC (and its subsidiaries/divisions and their respective employees and agents) to act on our/my behalf as an agent to make submissions, reports, applications and verifications as required by and to regulating authorities in relation to the installation, commissioning, and interconnection of the equipment described in this Agreement.

Signature:

9171AC359CC2433...

Printed Name:

Sean McConville

Date: September 15, 2020 | 12:28 PM EDT

Signature:

Printed Name:

Date:

DocuSign Envelope ID: 6610AFD8-7771-4ECC-9A7C-AC343354D9C2



Exhibit A: Commercial General Liability Insurance (CGLI) and Other Insurance Notification

Contractor maintains liability insurance covering personal injury in the amount of \$1,000,000, and insurance covering property damage caused by Contractor's work in the amount of \$1,000,000. Contractor also maintains other insurance and a copy of a Certificate of Liability Insurance is available upon request.

Exhibit B: Workers Compensation Insurance

Contractor carries worker's compensation insurance for all employees.

Exhibit C: Mechanics Lien Warning

Anyone who helps improve your property, but who is not paid, may, depending on the laws of the jurisdiction the property is located, record what is called a mechanic's lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded in the county where the property is located.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve you property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To protect yourself, have the contractor provide you with documentation showing that your equipment and labor on your job have been paid in full.

For Michigan Residents only: A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under article 7 of the skilled trades regulation act, MCL 339.5701 to 339.5739. A plumbing contractor is required to be licensed under article 11 of the skilled trades regulation act, MCL 339.6101 to 339.6133. A mechanical contractor is required to be licensed under article 8 of the skilled trades regulation act, MCL 339.5801 to 339.5819. Contractor is licensed in the State of Michigan and Contractor's license number is Residential Builder #2102214053.

For Missouri Residents only: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

For Wisconsin Residents only: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

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Exhibit D: Notice of Cancellation

Date of Transaction:

Buyer and Contractor are parties to that certain Solar Energy System Purchase & Installation Agreement dated September 15, 2020 at 12:25 PM EDT (the "Agreement").

Buyer may cancel this transaction, without any penalty or obligation, within three business days from the above date (i.e., the date which this Agreement is signed).

If Buyer cancels, any property traded in, any payments made by Buyer under the Agreement, and any negotiable instrument executed by Buyer will be returned within 10 business days following receipt by Contractor of Buyer's cancellation notice, and any security interest arising out of the transaction will be canceled.

If Buyer cancels, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as when received, any goods delivered to Buyer under this Agreement, or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, Buyer may retain or dispose of the goods without any further obligation.

If Buyer fail to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and, thereafter fails to do so, then Buyer remains liable for performance of all obligations under the Agreement.

To cancel this Agreement, e-mail, mail or deliver a signed and dated copy of this Notice of Cancellation to:

Power Home Solar LLC
919 N Main St.
Mooresville, NC 28115
customerservice@powerhome.com

By not later than midnight of: (Date) 9-18-20

I hereby cancel the Agreement to purchase the System from Power Home Solar LLC under and in accordance with the terms of the Agreement.

Signature: _____

Printed Name: _____

Date: _____

DocuSign Envelope ID: 8810AFD8-7771-4ECC-9A7C-AC343354D9C2



Notice of Cancellation (Duplicate)

Date of Transaction:

Buyer and Contractor are parties to that certain Solar Energy System Purchase & Installation Agreement dated _____, 20____ (the "Agreement").

Buyer may cancel this transaction, without any penalty or obligation, within three business days from the above date (i.e., the date which this Agreement is signed).

If Buyer cancels, any property traded in, any payments made by Buyer under the Agreement, and any negotiable instrument executed by Buyer will be returned within 10 business days following receipt by Contractor of Buyer's cancellation notice, and any security interest arising out of the transaction will be canceled.

If Buyer cancels, Buyer must make available to Contractor at Buyer's residence, in substantially as good condition as when received, any goods delivered to Buyer under this Agreement, or you may, if you wish, comply with the instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If Buyer does make the goods available to Contractor and Contractor does not pick them up within 20 days of the date of your notice of cancellation, Buyer may retain or dispose of the goods without any further obligation.

If Buyer fail to make the goods available to Contractor, or if Buyer agrees to return the goods to Contractor and, thereafter fails to do so, then Buyer remains liable for performance of all obligations under the Agreement.

To cancel this Agreement, e-mail, mail or deliver a signed and dated copy of this Notice of Cancellation to:

Power Home Solar LLC
919 N Main St.
Mooresville, NC 28115
customerservice@powerhome.com

By not later than midnight of: (Date)

I hereby cancel the Agreement to purchase the System from Power Home Solar LLC under and in accordance with the terms of the Agreement.

Signature: _____

Printed Name: _____

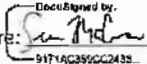
Date: _____

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**Exhibit E: Arbitration Agreement**

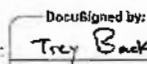
THE UNDERSIGNED PARTIES, AS CONTRACTOR AND BUYER UNDER THE ATTACHED SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT (THE "AGREEMENT"), ACKNOWLEDGE, COVENANT AND AGREE THAT ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION ARISING OUT OF OR RELATED TO THE AGREEMENT, THE PROJECT, AND/OR THE SYSTEM (INCLUDING ANY ALLEGED DEFECT THEREOF) SHALL BE SUBJECT TO BINDING BILATERAL ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT. EVERY ARBITRATION PURSUANT TO THIS PROVISION SHALL TAKE PLACE IN THE COUNTY WHERE THE PROJECT AND PROPERTY IS LOCATED AND BE FACILITATED BY A SINGLE ARBITRATOR MUTUALLY SELECTED BY THE PARTIES TO THE ARBITRATION; PROVIDED, HOWEVER, IF THE PARTIES ARE UNABLE OR UNWILLING TO MUTUALLY AGREE UPON AN ARBITRATOR WITHIN FIFTEEN (15) BUSINESS DAYS, THEN THE ARBITRATOR SHALL BE APPOINTED BY THE AAA. THE EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES; PROVIDED, HOWEVER, EACH PARTY SHALL PAY FOR AND BEAR THE COST OF ITS OWN EXPERTS, EVIDENCE AND COUNSEL'S FEES. THE PARTIES AGREE THAT EACH SHALL ONLY BRING CLAIMS AGAINST THE OTHER IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. UNLESS BOTH PARTIES AGREE IN WRITING, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION. THE ARBITRATION, INCLUDING THE FACTS OF THE DISPUTE, RELATED DOCUMENTS AND DECISION, SHALL BE CONFIDENTIAL, EXCEPT AS OTHERWISE MAY BE NECESSARY IN ORDER TO ENFORCE ANY AWARD RENDERED BY THE ARBITRATOR. NOTWITHSTANDING THE FOREGOING, IF ANY CLAIM, DISPUTE OR MATTER IN QUESTION RELATES TO OR IS THE SUBJECT OF A MECHANIC'S LIEN, CONTRACTOR MAY PROCEED IN ACCORDANCE WITH APPLICABLE LAW TO COMPLY WITH LIEN NOTICE OR FILING REQUIREMENTS.

Buyer(s)

DocuSigned by:
 Signature: 
 9171AC395CC2432
 Printed Name: Sean McConville
 Date: September 15, 2020 | 12:28 PM EDT

Signature: _____
 Printed Name: _____
 Date: _____

Contractor (Power Home Solar LLC)

DocuSigned by:
 Signature: 
 B154B34014434B2
 Printed Name: Trey Back
 Date: September 15, 2020 | 12:25 PM EDT

DocuSign Envelope ID: 6610AFD8-7771-4ECC-9A7C-AC343354D9C2



Memo of Understanding – Home Owner Association

I acknowledge that I have requested, signed a contract for, and directed Power Home Solar LLC (or a division thereof) to do work on my home that may be scrutinized by my Home Owner Association. I accept full responsibility for the placement of items that have been contracted to be installed by this company on the property in question.

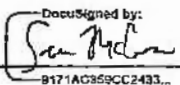
In the event that the location of the work being done is cause for removal, or the stopping or delaying of the completion of the work, Power Home Solar LLC or any of its affiliates are not responsible for any cost, damages or repercussion of the work that was contracted to be completed. Power Home Solar will receive the full payment as stated in the in the contract signed as well as any change orders or additions added to the project cost regardless of any bearing the foregoing may have during or after the installation is complete. All terms, conditions and covenants of the original contract are understood and are to remain valid.

YES - I have an HOA

☒ NO - I do not have an HOA

Date September 15, 2020 | 12:28 PM EDT

Customer Name (print) Sean McConville

Customer Signature 
DocuSigned by:
9171AC959CC2433...

Customer Address: _
HOA Name: _
HOA Phone #: _
HOA Email: _
HOA Fax #: _
HOA Contact Person: _

800-POWER-90

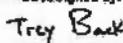
www.powerhome.com

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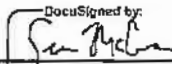


Understanding Solar Rebates Offered By My Utility Company

I acknowledge that I am solely responsible for collecting any Solar rebates offered by my utility company. Power Home Solar LLC is not offering this rebate, so I will have to work with my utility company to apply and collect the rebate.

DocuSigned by:

0154B3401443482...
Sales Rep Signature

September 15, 2020 | 12:25 PM EDT
Date Signed:

DocuSigned by:

9171AC358CC2433...
Customer Signature

September 15, 2020 | 12:28 PM EDT
Date Signed:

DocuSign Envelope ID: 6610AFD8-7771-4ECC-9A7C-AC343354D9C2



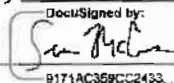
Memo of Understanding – Solar Tax Credits

I acknowledge that I have requested, signed a contract for, and directed Power Home Solar LLC (or a division thereof) to install a solar energy system (the "System") on my home that may qualify for Federal and/or State tax credits. I understand that although Power Home Solar LLC may completely install and activate the System, they are not responsible for nor do they guarantee my qualification for any tax credit. I further acknowledge that my basis for tax credit eligibility should be something that is discussed with a tax professional and that Power Home Solar LLC cannot give advice on my personal tax liability nor my eligibility for tax refunds. Power Home Solar LLC has discussed with me the availability of renewable energy related tax credits and the basis for which the solar project in question would qualify for tax credits. Power Home Solar LLC will receive the full payment as stated in the in the Agreement signed as well as any change orders or additions added to the project cost of the System regardless of any bearing the foregoing may have during or after the installation is complete. All terms, conditions and covenants of the original Agreement are understood and are to remain valid.

Date September 15, 2020 | 12:28 PM EDT

Customer Name (print) Sean McConville

Customer Signature

DocuSigned by:

 9171AC359CC2433

800-POWER-90

www.powerhome.com

DocuSign Envelope ID: 6610AFD8-7771-4ECC-9A7C-AC343354D9C2



Energy Efficient Package Ticket

Date: September 15, 2020 | 12:25 PM EDT

Crew Completing: Powerhome solar

Customer Name: Sean McConville

Customer Address: 9757 S delmonte Blvd

City, State, Zip Code: Streetsboro, OH 44241

Customer Phone #: 330) 696-9289

County: Portage

EEP includes the following if applicable:

- ☒ 16 LED Bulbs / 2 LED Flood Lights
- ☒ Blown Insulation
- ☒ Hot Water Heater Thermal Blanket
- ☒ Attic Staircase Cover
- ☒ Air Sealant Tape
- ☒ Solar Attic Fan
- ☒ Shower Head
- ☒ Sink Aerator

Work Completed / Additional Notes: Na

Sales Representative Signature: Trey Beck Date: September 15, 2020 | 12:25 PM EDT

Customer Signature: Sean McConville Date: September 15, 2020 | 12:28 PM EDT

DocuSign Envelope ID: 6610AFD8-7771-4ECC-9A7C-AC343354D8C2

**CUSTOMER REIMBURSEMENT FORM**

This Customer Reimbursement Form is being delivered and executed by Buyer and Contractor in connection with that certain Solar Energy System Purchase & Installation Agreement (the "Agreement"). All capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

Contractor has agreed to reimburse Buyer for the item(s) set forth below up to the maximum amount(s) set forth adjacent to each such item.

<u>Item</u>	<u>Maximum Reimbursement Amount</u>
Power home stimulus	2000

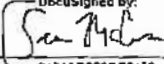
Contractor shall only be responsible for reimbursing Buyer for the actual and documented costs for each item above. Contractor shall reimburse up to the maximum reimbursement amount set forth above upon presentation of proof of payment by Buyer (in form acceptable to Contractor, in its discretion). Any reimbursements due and payable hereunder shall be paid to Buyer within seven (7) days of the Substantial Completion of Installation. Contractor may, in its discretion, reduce any amounts due to Contractor under the Agreement in lieu of reimbursing Buyer hereunder.

Buyer understands and agrees that the item(s) set forth above are being performed at the direction of Buyer by third parties unrelated to Contractor and Contractor is not responsible for, and makes no warranties or representations (whether express or implied) with respect to, the quality, workmanship or other matters relating to or arising in connection with the item(s) set forth above.

Dated: September 15, 2020 | 12:25 PM EDT
20__

Buyer:

Signature: _____

DocuSigned by:

 6171AC358CC2433...

Printed Name: Sean McConville

Date: September 15, 2020 | 12:28 PM EDT

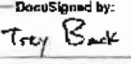
Signature: _____

Printed Name: _____

Date: _____

Contractor:

Signature: _____

DocuSigned by:

 615483401443432
 Trey Back

Printed Name: _____

Date: September 15, 2020 | 12:25 PM EDT

DocuSign Envelope ID: 6610AFD8-7771-4ECC-9A7C-AC343354D9C2
Michigan DTE customer

☒ NOT a Michigan DTE customer



NOTICE AND ACKNOWLEDGEMENT FOR MICHIGAN CUSTOMERS

(DTE Energy Customers Only)

This Notice and Acknowledgement for Michigan Customers (DTE Energy Customers Only) (this "Notice") is being delivered and executed by Buyer in connection with that certain Solar Energy System Purchase & Installation Agreement (the "Agreement"). All capitalized terms used herein, not otherwise defined herein, shall have the meanings ascribed to such terms in the Agreement.

Due to changes adopted by the Michigan Public Service Commission relating to DTE Energy customers, residential customers of DTE Energy will receive an outflow credit of 7.477 cents/kWh for the first 17 kWh/day, and an excess outflow credit of 9.11 cents/kWh. These changes in net-metering rules lower solar energy cost offsetting. As such, if Buyer's System is not used in real time (i.e., using the energy generated by the System to power Buyer's residence while it is being generated) and/or Buyer's System overproduces power, then Buyer will need to take into consideration, among other things, the new outflow credit and excess outflow credit in determining solar energy cost savings (including potential cost offsetting).

Contractor makes an effort to reasonably project energy production and energy savings (including potential offsetting), as well as the appropriate System for Buyer (including, number of solar panels), however, due to the changes to net-metering rules discussed herein, and other factors and variables outside of Contractor's control (including, but not limited to, future changes in regulations, customer's usage, customer's overproduction, weather conditions, etc.), Contractor does not make, and hereby expressly disclaims, any promise, warranty, representation or guarantee (whether express or implied, oral or written) with respect to energy production, usage or savings (including cost offsetting) relating to the System.

By signing below, Buyer acknowledges and agrees that Buyer has read and understands this Notice.

Dated: _____, 20__

Buyer:

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____